PART-A

SECTION – V

SPECIAL CONDITIONS OF CONTRACT (SCC)

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SECTION – V: SPECIAL CONDITIONS OF CONTRACT (SCC)

This Special Conditions of Contract (SCC) shall be read in conjunction with General Conditions of Contract (GCC), Section-III. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

a) The details of equipment to be supplied, transported, erected, assembled, tested & commissioned are indicated in BOQ / Pricing Document. The quantities indicated in the BOQ / Pricing Documents are only approximate and may increase or decrease and prices quoted / accepted by the Tenderer are deemed to be valid in spite of such variations subject to SCC Clause 10.

b) Any other items not specifically mentioned but which are essentially required for satisfactory performance & completeness of work, shall be deemed to be included in the scope of specifications and works and the same shall be executed / carried out by the Tenderer.

1. STANDARDS:

1.1 Unless otherwise stated, all equipment / materials to be supplied and used under this Contract shall be new. All equipment / materials to be supplied / provided and work to be performed under the specifications shall in general conform to the latest issues including amendments of the B.I standards/IEC mentioned under respective equipment's heads.

1.2 For materials in respect of which no specifications have been indicated, such materials shall conform to the latest Indian Standard or in its absence, any other International Standard.

1.3 All materials used should be BMRCL / BESCOM approved makes and work should be executed as per BMRCL/BESCOM requirement.

2. GENERAL REQUIREMENTS.

2.1 All equipment/materials shall be offered for inspection by a duly authorized representative of the Engineer-in-charge. Inspection may be made at any stage of manufacture, dispatch or at site or at these places at the option of the Engineer-in charge and the equipment dispatched/about to be dispatched, if found unsatisfactory as to workmanship or quality, the same is liable to be rejected. The successful Tenderer / Contractor shall grant free access to the places of manufacture to the authorized representative of the Engineer-in-charge at all times when the works related to the manufacture are in progress.

2.2 Inspection and acceptance of any equipment / materials under the specifications by the Engineer-in-charge or his authorized representative shall not relieve the Contractor of his obligations of furnishing / supplying the equipment in accordance with the specifications.

2.3 All equipment / materials being supplied by the Contractor shall conform to the Type tests and shall be subject to Routine tests in accordance with relevant applicable standards.

2.4 Type tests and routine tests on the equipment / materials being supplied, whenever specified shall be carried out in accordance with relevant applicable standards, at the Contractor's cost. Copies of all type test certificates of the major materials like RMU's, HT / LT UG Cables, CSS, Transformers etc., shall be furnished to the Engineer.

2.5 Routine/Acceptance tests shall be witnessed at the manufacturer's premises in respect of the major materials like RMU's, HT / LT UG Cables, CSS, Transformers etc., by the representative of BMRCL/BESCOM.

2.6 The Contractor shall issue at least 10 days clear notice of routine/ acceptance tests to be conducted with details of time, place and venue to facilitate the representative of the Engineer-in-Charge to witness and certify such tests. The Employer will depute three Engineers from BMRCL and BESCOM for inspecting the equipments/materials. The Inspection and Tests shall be conducted free of cost. In case any of the material is rejected during such test or materials are not ready for inspection, the Contractor shall pay a penalty as below towards re-inspection charges for each such failure / non readiness of materials when attended by the Engineer-in-Charge's representatives of both BMRCL and BESCOM.

(a) Rs. 50,000/- per person, per day + GST prevailing/applicable on the day of inspection + any other Tax as per statutory requirement.

2.7 For all materials other than major materials like RMU's, HT / LT UG Cables, CSS, Transformers etc., the test certificate with regard to Type test and Routine Tests shall be furnished before the same are used for the works. The inspection and certification by the representative of the Engineer at the manufacturer's premises is not mandatory for such materials.

2.8 BMRCL reserves the right of getting any field test conducted on completely assembled equipment at site.

2.9 The Contractor is fully responsible for the Equipment / Material until the same is handed over to BMRCL/BESCOM in an operating condition after Commissioning. The Contractor is responsible for the proper maintenance of equipment / material as well as protection of the same against theft, elements of nature, damages etc., while in his custody as well as after erection until the same is taken over by BMRCL / concern department under due acknowledgment in writing.

2.10 The entire works to be executed under this Contract will be in stages & requires obtaining Line Clear Permits from the Engineer-in-charges representative or his subordinate before taking up the works by the Contractor from BMRCL / BESCOM. As such the Contractor shall take all mandatory safety precautions for executing the works & shall obtain Line Clear Permits with the Operational Authorities of the area prior to commencement of works on daily basis.

3. Indemnity bond:

3.1 It will be the responsibility of the Contractor to make/take delivery, unload and store all the Equipment's / Material. The Contractor shall execute an Indemnity Bond as per the proforma enclosed in **Annexure D** of Section VII in favour of BMRCL against loss, damage and any risks involved for the full value of these materials. This Indemnity Bond shall be furnished by the Contractor before commencement of the supplies and shall be valid till the scheduled date of Testing & Commissioning and handing over of the work to the Engineer.

3.2 For the Equipment's/Materials to be provided by the BMRCL, the Contractor shall adopt the following procedure to take delivery of Equipment's/materials.

a) The dispatch title documents will be handed over to the Contractor only after obtaining a Test Report in respect of plant, equipment and materials as per prescribed proforma.

b) The Indemnity Bond as per proforma, enclosed as Annexure-D in Section VII shall be executed by the Contractor.

c) BMRCL will also issue a separate authorization letter to the Contractor to enable him to take physical delivery of Materials/Plant/Equipment's (if required).

4. STORAGE CUM ERECTION INSURANCE:

4.1 All the Equipment and Materials being supplied by the Contractor for the Package shall be kept completely insured by the Contractor at his cost from the time of dispatch from their works, up to the completion of erection, Testing and Commissioning at site and taking over of the project by the BMRCL/BESCOM in accordance with the Contract.

4.2 Further all the Equipment and Materials being supplied by the Owner for the erection as per Technical Specification shall be kept insured by the Contractor against any loss, damage, pilferage, theft, fire etc. from the time of unloading up to the time of taking over by the BMRCL/BESCOM including handling, transportation, storage, Erection, Testing Commissioning etc. The premium to

be paid to the Insurance Company by the Contractor for such Insurance should be included in the total Tender price.

4.3 It will be the responsibility of the Contractor to lodge, pursue and settle claims with the Insurance Company in case of any loss. Pilferage, theft, or fire and the BMRCL/BESCOM shall be kept informed about it. The Contractor shall be responsible to replace any such equipment / material during execution of the Contract irrespective of the time or amount of receipt of insurance claim. Any loss in this regard shall be borne by the Contractor.

5. QUANTITY VARIATION.

5.1 The quantities indicated in Schedule of prices are only approximate & may increase or decrease during the execution of the Contract. BMRCL reserves the right to increase or decrease the quantities of items under the Contract but without any change in unit prices or other terms & conditions. Such increase or decrease may vary beyond the Contracted quantity of individual items subject to a maximum of **+/- 25% (Twenty-Five Percent)** of the original Contract value. However, the prices quoted by the Tenderer and other terms and conditions shall be valid in spite of such variations in quantities.

5.2 For any additional item/s not found in the BOQ, if it is required for completion of the work under this Contract, the rate shall be as per BESCOM/KPWD Common Schedule of Rates for the year 2025-26 plus or minus or at par Tender premium which BMRCL has accepted. If the item required is not found in any of the Schedule of Rates, then the mutually agreed market rate shall be adopted but no Tender premium would be applicable which includes latest updated GoK SoRs.

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